

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

ARLENE HENRY,

Plaintiff,

vs.

Case No. 2017

LIFE INSURANCE COMPANY
OF NORTH AMERICA,

Defendant,

GREG LIEPSHUTZ (P37573)
Attorney for Plaintiff
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PLAINTIFF'S COMPLAINT

NOW COMES Plaintiff, ARLENE HENRY, by her attorneys, GREG M. LIEPSHUTZ and LEVINE BENJAMIN, P.C., and for her Complaint against Defendant, LIFE INSURANCE COMPANY OF NORTH AMERICA, states as follows:

1. At all times relevant hereto, Plaintiff, ARLENE HENRY, is a resident of the City of Livonia, County of Wayne, and State of Michigan.
2. At all times relevant hereto, Defendant, LIFE INSURANCE COMPANY OF NORTH AMERICA, is a foreign insurance corporation in good standing and

continuously conducting business throughout the State of Michigan.

3. At all times relevant hereto, Defendant, LIFE INSURANCE COMPANY OF NORTH AMERICA, was compensated for and provided Long-Term Disability coverage pursuant to the terms of a group employee benefits plan provided for the benefit of Plaintiff, ARLENE HENRY, and other employees, by their employer.

4. The Long-Term Disability insurance policy issued by Defendant, LIFE INSURANCE COMPANY OF NORTH AMERICA, is a group employee benefit plan covered by and within the meaning of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1001 et seq.

5. The terms of said contract of insurance obligated Defendant, LIFE INSURANCE COMPANY OF NORTH AMERICA, to provide Plaintiff, ARLENE HENRY, with Long-Term Disability Benefits, in the event that Plaintiff was rendered unable to work due to injury, disease or other medical condition.

6. That Plaintiff, ARLENE HENRY, suffers from severe cognitive impairment, COPD. As a result, Plaintiff's conditions have made it impossible for her to work.

7. Defendant, LIFE INSURANCE COMPANY OF NORTH AMERICA has wrongfully denied Plaintiff disability benefits.

8. Defendant's denial of benefits was arbitrary and capricious and was contrary to medical and other evidence that overwhelmingly supports Plaintiff's claim of total and permanent disability. Defendant's termination of Plaintiff's benefits therefore amounts to a breach of the contract for insurance.

9. Plaintiff, ARLENE HENRY, has exhausted all appeals and/or reconsideration processes provided by Defendant; nevertheless, Defendant refuses to resume payment of benefits rightfully due and owing to Plaintiff.

10. Plaintiff, ARLENE HENRY, is a person empowered to bring a civil action under 29 U.S.C. § 1132(a)(1)(B) to force the Defendant to comply with the Act and resume payment of Long-Term Disability benefits.

11. 29 U.S.C. § 1132(a)(1)(B) reads as follows:

(a) Persons Empowered to Bring a Civil Action
A civil action may be brought –

(1) by a participant or beneficiary –

(B) to recover benefits due to him under the terms of the plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan[.]

12. As a result of Defendant's wrongful termination of disability benefits, Plaintiff, ARLENE HENRY, has sustained the following damages, including, but not limited to:

(a) Loss of past, present and future income in the form of wage loss compensation benefits;

WHEREFORE, Plaintiff, ARLENE HENRY, prays for Judgment in her favor and against the Defendant, LIFE INSURANCE COMPANY OF NORTH AMERICA, in whatever amount she is found to be entitled, in addition to costs, interest and attorney fees.

Respectfully submitted,

LEVINE BENJAMIN, P.C.

/s/ GREG M. LIEPSHUTZ (P37573)

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Dated: February 16, 2017